IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION

ARBITRATION PETITION NO. 50 OF 2026

HPCL RAJASTHAN REFINERY LIMITED — PETITIONER(S)

VERSUS

CHEMIE TECH DMCC — RESPONDENT(S)

O R D E R

1. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (Act), seeks the appointment of a sole arbitrator to adjudicate disputes arising from three tender contracts awarded to the Respondent by the Petitioner through Letters of Acceptance. These tender contracts are namely: (i) Package 7A dated 06.09.2021; (ii) Package 6A dated 13.11.2021; and (iii) EPCC-11 dated 13.11.2021 (collectively "Tender Contracts").

2. Briefly observed, the Petitioner, HPCL Rajasthan Refinery Limited, is a public-sector undertaking, which is a joint venture between Hindustan Petroleum Corporation Limited and the Government of Rajasthan. It is engaged in the establishment of an integrated grassroot refinery-cum-petrochemical complex at Barmer, Rajasthan. For the said project, the Petitioner floated three tender contracts, namely, Package 7A (double-wall tanks, including dyke facilities), Package 6A (intermediate and product storage tanks, tank pads and associated civil works) and EPCC-11 (crude oil terminal and associated facilities). These were awarded to the Respondent, Chemie Tech DMCC, a company registered in Dubai, UAE,

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which is a subsidiary of Chemie Tech Limited, incorporated in Jersey, Channel Islands and is engaged in providing engineering, procurement, and construction (EPC) solutions across various industries. All the tender contracts are statedly governed by identical Special Conditions of Contract (SCC). Clause 99.1.2 of the SCC contains an arbitration clause, which provides for the resolution of disputes by a Sole Arbitrator, with the seat of arbitration at New Delhi, India.

3. **It appears that a dispute arose when the Respondent allegedly failed to adhere to various contractual obligations, including, *inter alia*, non-furnishing of Contract Performance Bank Guarantees, and missing project milestones leading to delays and eventual cessation of work. It is stated that, consequently, the Petitioner issued Show Cause Notices and thereafter terminated all three tender contracts *vide* Termination Notices dated 18.02.2023, which were disputed by the Respondent. The Petitioner is said to have awarded replacement contracts for the three projects to other companies, while raising monetary claims against the Respondent.**

4. **In these circumstances, the Petitioner sought to initiate arbitral proceedings under Clause 99.1.2 of the respective SCCs, prompting it to issue Notice of Arbitration dated 30.01.2026 to the Respondent. Petitioner suggested the names of three former High Court Judges for appointment as the Sole Arbitrator and a consolidated adjudication of the disputes arising under all three tender contracts. However, the Respondent, *vide* reply dated**

01.03.2026, has declined to consent to the appointment of any of the suggested persons. It is evident that an attempt of amicable settlement between the parties has also failed. Hence, the Petitioner has filed the instant Petition under Section 11 of the Act.

5. We have heard learned counsel for the parties and perused the material placed on record.

6. Keeping in view the facts and circumstances recorded above and the relevant provision(s) under the SCCs of the three tender contracts, we deem it just and proper to allow the instant Arbitration Petition in the above terms and appoint Justice Indira Banerjee, former Judge of this Court, as the Sole Arbitrator to resolve the disputes between the parties arising under the tender contracts. The seat and venue of arbitration, in accordance with the arbitration agreement, shall be New Delhi, India.

7. The Arbitrator shall have the liberty to fix her own remuneration/fees in consultation with the parties. The fees and expenses of the arbitration shall be borne in accordance with the arbitration agreements, subject to the final determination of costs in the award.

8. It is made clear that the disputes arising from the three Tender Contracts have been referred to the same Sole Arbitrator due

to the commonality of parties. The learned Arbitrator shall, however, keeping in mind that the disputes arise from independent agreements, deal with issues re: each Tender Contract separately, as independent arbitral references.

9. **Ordered accordingly.**

10. **Pending interlocutory applications, if any, also stand disposed of.**

.....CJI.
(SURYA KANT)

.....J.
(JOYMALYA BAGCHI)

.....J.
(V. MOHANA)

NEW DELHI;
OCTOBER 05, 2026.

ITEM NO.47 COURT NO.1 SECTION PIL-W

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Arbitration No(s). 50/2026

HPCL RAJASTHAN REFINERY LIMITED Petitioner(s)

VERSUS

CHEMIE TECH DMCC Respondent(s)

(IA No. 189579/2026 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Date : 05-10-2026 This matter was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHI
HON'BLE MRS. JUSTICE V. MOHANA

For Petitioner(s) :Mr. Soumya Dasgupta, Adv.
Mr. Shivam Tiwari, Adv.
Ms. Vipashyana Hilsayan, Adv.
Mr. Vikash Kumar Jha, Adv.
M/S. Cyril Amarchand Mangaldas Aor- 2238, AOR

For Respondent(s) :Mr. Smarhar Singh- 2386, AOR

UPON hearing the counsel the Court made the following

O R D E R

The Petition is allowed in terms of the signed order.

Pending application(s), if any, shall stand closed.

(NITIN TALREJA) (PREETHI DILEEP KUMAR)
ASTT. REGISTRAR-cum-PS DY. REGISTRAR

(Signed order is placed on the file)

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